

PARKS KNOWLTON LLC

**RECEIVED  
CENTRAL FAX CENTER**

SEP 09 2005

**FACSIMILE TRANSMITTAL SHEET**

|                                     |  |   |  |
|-------------------------------------|--|---|--|
| TO: <b>Commissioner for Patents</b> |  | FROM:   |  |
| COMPANY: <b>USPTO</b>               |  | DATE: <b>9/9/2005</b>                         |  |
| FAX NUMBER: <b>(571) 273-8300</b>   |  | TOTAL NO. OF PAGES INCLUDING COVER: <b>17</b> |  |
| PHONE NUMBER:                       |  | SENDER'S REFERENCE NUMBER: <b>CW 470. US</b>  |  |
| REF:                                |  | YOUR REFERENCE NUMBER:                        |  |

☒ URGENT    ☐ FOR REVIEW    ☐ PLEASE COMMENT    ☐ PLEASE REPLY    ☐ PLEASE RECYCLE

**NOTES/COMMENTS:**

INVENTOR: **LIPSITZ**  
 APPLN. NO.: **09/124,577**  
 TITLE:  
 FILED: **November 28, 2000**  
 DOCKET #: **CW 470. US**

The "Received" stamp of the Patent Office imprinted hereon will acknowledge receipt of:

**Revocation of PRIOR POWER of ATTORNEY,  
 Appointment of New Power of ATTORNEY, +  
 STATEMENT UNDER 37 CFR 3.73 (b)**

DATE: SEPTEMBER 9, 2005

1117 PERIMETER CENTER WEST, SUITE W307  
 ATLANTA, GEORGIA 30338  
 (678) 325-6601

**RECEIVED  
CENTRAL FAX CENTER**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**SEP 09 2005**

In re Application of: )  
 )  
 **Lipsit** ) Art Unit: **2682**  
 )  
 Application No. **09/724,577** ) Examiner: **L. Nguyen**  
 )  
 Filing Date: **November 28, 2000** ) Confirmation No. **6094**  
 )  
 For: **Testing Methods And Apparatus For Wireless Communications**

**REVOCATION OF PRIOR POWER OF ATTORNEY,  
APPOINTMENT OF NEW POWER OF ATTORNEY, AND  
STATEMENT UNDER 37 C.F.R. § 3.73(b)**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

**STATEMENT UNDER 3.73(b)**

**Cingular Wireless II, LLC**, a corporation of the State of Delaware states that it is the Assignee of the entire right, title and interest in the patent application identified above as evidenced by the following chain of title:

1. From: **James Lipsit**  
To: **AT&T Wireless Services, Inc.**  
Recorded at Reel **012415/Frame 0825**.
2. From: **AT&T Wireless Services, Inc.**  
To: **New Cingular Wireless Services, Inc.**  
A copy of which is attached hereto.
3. From: **New Cingular Wireless Services, Inc.**  
To: **Cingular Wireless II, Inc.**  
A copy of which is attached hereto.

Application No.: 09/724,577  
Filed: November 28, 2000  
REVOCATION OF PRIOR POWER OF ATTORNEY, APPOINTMENT OF  
NEW POWER OF ATTORNEY, AND STATEMENT UNDER 37 C.F.R. § 3.73(h)

4. From: **Cingular Wireless II, Inc.**  
To: **Cingular Wireless II, LLC**  
A copy of which is attached hereto.

**REVOCATION OF PRIOR POWER OF ATTORNEY**

As a representative authorized to act on behalf of **Cingular Wireless II, LLC**, I hereby revoke all previous Powers of Attorney previously given.

**NEW POWER OF ATTORNEY**

The attorneys/agents associated with **Customer No. 52246** are hereby appointed to represent the above-identified Assignee in connection with all matters pertaining to the above-referenced application, with full power of substitution, association and revocation, to prosecute said application and to transact all business in the U.S. Patent and Trademark Office connected therewith.

Address all telephone calls to either Cynthia R. Parks, Esq. or Paul E. Knowlton, Esq. at (678) 325-6601.

Address all correspondence to the address of record for the **Customer No. 52246**.

The undersigned (whose title is supplied below) is authorized to act on behalf of the Assignee.

**CINGULAR WIRELESS II, LLC**

By: \_\_\_\_\_

Name: Carol Tacker

Title: Vice President—Assistant General Counsel,  
Corporate Secretary, and Chief Compliance  
Officer

Date: August 16, 2005



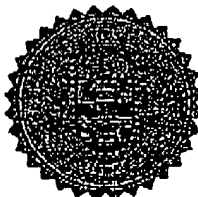
# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "AT&T WIRELESS SERVICES, INC.", CHANGING ITS NAME FROM "AT&T WIRELESS SERVICES, INC." TO "NEW CINGULAR WIRELESS SERVICES, INC.", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2004, AT 11:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



2131363 8100

040770545

*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3434831

DATE: 10-26-04

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:23 AM 10/26/2004  
FILED 11:01 AM 10/26/2004  
SRV 040770545 - 2131363 FILE

**CERTIFICATE OF AMENDMENT  
TO THE  
CERTIFICATE OF INCORPORATION  
OF  
AT&T WIRELESS SERVICES, INC.**

AT&T Wireless Services, Inc., a corporation organized and existing under and by virtue of the Delaware General Corporation Law (the "Corporation"), does hereby certify:

**FIRST:** That on October 26, 2004, the Board of Directors of the Corporation adopted resolutions setting forth a proposed amendment to the Certificate of Incorporation of the Corporation, declaring said amendment to be advisable and submitting the proposed amendment to the sole stockholder of the Corporation for its consideration and approval. The proposed amendment is as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Certificate of Incorporation of the Corporation be amended by deleting the first paragraph in its entirety and replacing it with a new first paragraph to read as follows:

"FIRST. The name of the corporation is New Cingular Wireless Services, Inc."

**SECOND:** That thereafter on October 26, 2004, said amendment was duly adopted by written consent of the sole stockholder of the Corporation in accordance with the provisions of Sections 228 and 242 of the Delaware General Corporation Law.

*[Signature on following page]*

ATL01/11740132v1

10.18.04 17:00 FAX 404 881 4777

25TH FLOOR ALSTON & BIRD

003/012

IN WITNESS WHEREOF, AT&T Wireless Services, Inc. has caused this Certificate of Amendment to be signed by a duly authorized officer this 20<sup>th</sup> day of October, 2004.

AT&T WIRELESS SERVICES, INC.

By: Carolyn J. Wilder  
Name: Carolyn J. Wilder  
Title: Assistant Secretary

Execution Copy

### PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Assignment") is executed by and between New Cingular Wireless Services, Inc., a Delaware corporation ("Assignor") f/k/a AT&T Wireless Services, Inc., on the one hand, and Cingular Wireless II, Inc., a Delaware corporation ("Assignee"), on the other hand.

WHEREAS, Assignor is the owner of certain patentable inventions, patent applications and patents (as disclosed and set forth in Schedule A; collectively, the "Patents"), which Assignor desires to assign to Assignee; and

WHEREAS, Assignee desires to accept such assignment of the Patents.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Patents. Effective as of the date hereof, Assignor assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Patents, all agreements and contracts of Assignor related to such Patents (the "Related Agreements") and the improvements and inventions disclosed in said Patents throughout the world, and all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part and extensions thereof, including the right to file applications and obtain patents, utility models, industrial models and designs for said inventions and improvements in Assignee's own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said inventions in appropriate registries. Assignor authorizes and requests the Commissioner of Patents and Trademarks and any foreign registrar or governmental authority to issue all patents on said applications or applications resulting therefrom to said Assignee, as assignee of Assignor's entire interest. Assignor agrees that it will communicate to said Assignee or its representatives any facts known to Assignor respecting said improvements and inventions, and, at Assignee's expense, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid said Assignee, its successors, assigns and nominees, to obtain and enforce proper protection for said Patents in all countries, and asserts that it will not execute any agreements inconsistent therewith. Assignee acknowledges that Assignor's assignment of any jointly owned Patent identified on Schedule A shall be subject to any rights such joint owner may have in such Patent.

2. Assumption. Effective as of the date hereof, Assignee hereby assumes the due and full payment and performance of all of the liabilities and obligations of Assignor under the Related Agreements.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Delaware.

ATL01/11768196v1

## Execution Copy

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

5. Patents Subject to Consent. To the extent that any of the Assignor's right, title or interest in and to the Patents or any other rights, contracts, agreements or assets of the Assignor related thereto and/or liabilities or obligations of Assignor purported to be assigned hereunder may not be assigned, transferred or conveyed to, or assumed by, Assignee without the consent, release, authorization or waiver of any third party and such consent, release, authorization or waiver has not been obtained prior to the date hereof (such Patents and other rights, contracts, agreements and assets, the "Non-Transferable Patents" and such liabilities and obligations, "Non-Transferable Liabilities"), this Assignment shall not constitute an assignment, transfer, conveyance or assumption or an attempted assignment, transfer, conveyance or assumption thereof. In this circumstance, this Assignment shall to the extent possible under the Non-Transferable Patent and applicable law constitute an equitable assignment by Assignor to Assignee of all of Assignor's right, title and interest in and to, the Non-Transferable Patents and Assignee shall be deemed to be Assignor's agent for the purpose of paying, performing or discharging the Non-Transferable Liabilities on behalf of Assignor. Assignor shall take all actions reasonably requested by Assignee to provide Assignee with the benefits of the Non-Transferable Patents, including with respect to the enforcement of rights with respect thereto. Assignee shall, with respect to the Non-Transferable Liabilities, pay, perform or discharge in accordance with their terms all liabilities and obligations of Assignor under the Non-Transferable Liabilities. If Assignor is unable to effect an equitable assignment of any Non-Transferable Patent, Assignor shall transfer to Assignee an amount of cash equal to the fair market value (determined as of the date of this Assignment) of such Non-Transferable Patent.

*[signatures on following pages]*

ATL01/11768196v1



Execution Copy

Executed this 27<sup>th</sup> day of October, 2004.

Assignor: NEW CINGULAR WIRELESS SERVICES, INC. f/k/a  
AT&T Wireless Services, Inc.

By:

[Signature]  
Name: Stephen A. McGraw  
Title: Vice President - Corporate Development



STATE OF Georgia  
COUNTY OF Fulton

On this 27 day of October, 2004, before me, a Notary Public in and for the State and County  
foresaid, personally appeared Stephen A. McGraw known by me to be the person  
above named and an officer of New Cingular Wireless Services, Inc., duly authorized to execute  
this Assignment Agreement on behalf of New Cingular Wireless Services, Inc., who signed and  
executed the foregoing instrument on behalf of New Cingular Wireless Services, Inc.

Notary Public My Commission Expires:

Sherry L Garrett



ATL01/11768196v1

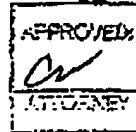
Execution Copy

Acknowledged this 27<sup>th</sup> day of October, 2004.

Assignee: CINGULAR WIRELESS II, INC.

By:

[Signature]  
Name: Stephen A. McGaw  
Title: Vice President - Corporate Development

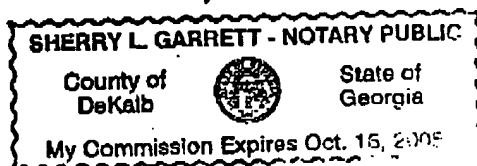


STATE OF Georgia  
COUNTY OF Fulton

On this 27 day of October, 2004, before me, a Notary Public in and for the State and County  
foresaid, personally appeared Stephen McGaw known by me to be the person  
above named and an officer of Cingular Wireless II, Inc., duly authorized to execute this  
Assignment Agreement on behalf of Cingular Wireless II, Inc., who signed and executed the  
foregoing instrument on behalf of Cingular Wireless II, Inc.

Notary Public My Commission Expires:

Sherry L. Garrett



ATL01/11768196v1

Execution Copy

**FIRST AMENDMENT TO PATENT ASSIGNMENT AGREEMENT**

This First Amendment To - PATENT ASSIGNMENT AGREEMENT is made this 4<sup>th</sup> day of April, 2005 and is added to and amends the PATENT ASSIGNMENT AGREEMENT by and between New Cingular Wireless Services, Inc., a Delaware corporation ("Assignor") i/k/a AT&T Wireless Services, Inc. as ASSIGNOR and Cingular Wireless II, Inc., a Delaware corporation as ASSIGNEE, which the Patent Assignment Agreement is dated the 27<sup>th</sup> day of October, 2004.

Schedule A is hereby amended in accordance with the attached revision in which the entry for the Application Number identified in Column 2 will replace the entry for that Application Number in the original Patent Assignment Agreement.

All other provisions in the Patent Assignment Agreement and Schedule A shall remain unchanged and in full force and effect.

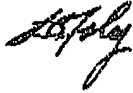
*[signatures on following pages]*

Execution Copy

Executed this 11th day of April, 2005.

Assignor: **NEW CINGULAR WIRELESS SERVICES, INC. f/k/a**  
**AT&T Wireless Services, Inc.**

By:  
Name:  
Title:



STATE OF Georgia  
COUNTY OF Fulton

On this 11<sup>th</sup> day of April, 2005, before me, a Notary Public in and for the State and County foresaid, personally appeared Sean P. Foley known by me to be the person above named and an officer of New Cingular Wireless Services, Inc., duly authorized to execute this Assignment Agreement on behalf of New Cingular Wireless Services, Inc., who signed and executed the foregoing instrument on behalf of New Cingular Wireless Services, Inc.

Notary Public My Commission Expires:


**SHERRY L. GARRETT**  
Notary Public, State of Georgia  
DeKalb County  
My Commission Expires Oct. 16, 2005



Execution Copy

Acknowledged this 11 day of April, 2005.

Assignee: CINGULAR WIRELESS II, INC.

By:   
Name:  
Title:

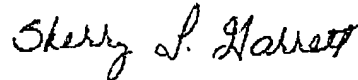


STATE OF Georgia  
COUNTY OF Fulton

On this 11<sup>th</sup> day of April, 2005, before me, a Notary Public in and for the State and County foresaid, personally appeared Sean P. Foley known by me to be the person above named and an officer of Cingular Wireless II, Inc., duly authorized to execute this Assignment Agreement on behalf of Cingular Wireless II, Inc., who signed and executed the foregoing instrument on behalf of Cingular Wireless II, Inc.

Notary Public My Commission Expires:

**SHERRY L. GARRETT**  
Notary Public, State of Georgia  
DeKalb County  
My Commission Expires Oct. 16, 2005



Execution Copy

| Docket Number | Application Number | Patent Number | Owner         | Country Name  | Application Date | Grant Date | Title   |
|---------------|--------------------|---------------|---------------|---------------|------------------|------------|---|
| 470 US        | 09/724577          |               | AT&T Wireless | United States | 28-Nov-00        |            | Testing Methods and Apparatus for Wireless Communications |

# Delaware

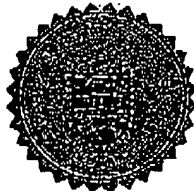
PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "CINGULAR WIRELESS II, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "CINGULAR WIRELESS II, INC." TO "CINGULAR WIRELESS II, LLC", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF OCTOBER, A.D. 2004, AT 10:27 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE TWENTY-SEVENTH DAY OF OCTOBER, A.D. 2004, AT 8:45 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3858251 8100V

040774599

*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3437873

DATE: 10-27-04

10/18/04 17:00 FAX 404 881 4777

25TH FLOOR ALSTON & BIRD

0007/012

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 10:47 AM 10/27/2004  
FILED 10:27 AM 10/27/2004  
SRV 040774599 - 3858251 FILE

**CERTIFICATE OF CONVERSION OF  
CINGULAR WIRELESS II, INC.  
TO BECOME A LIMITED LIABILITY COMPANY**

Pursuant to the provisions of Section 266 of the Delaware General Corporation Law and Section 18-214 of the Delaware Limited Liability Company Act, Cingular Wireless II, Inc., a Delaware corporation (the "Corporation"), submits the following Certificate of Conversion:

1. The name of the Corporation is Cingular Wireless II, Inc.
2. The date on which the Corporation's original Certificate of Incorporation was filed with the Secretary of State is September 22, 2004.
3. The name of the limited liability company into which the Corporation is being converted is Cingular Wireless II, LLC.
4. The conversion has been approved by written consent of the sole stockholder of the Corporation pursuant to Section 228 of the Delaware General Corporation Law in accordance with the provisions of Section 266 of the Delaware General Corporation Law.
5. The conversion shall be effective at 8:45 p.m. EDT on October 27, 2004.

*[Signature on following page]*

ATL01/1173482v1



10/15/04 17:00 FAX 404 881 4777

25TH FLOOR ALSTON & BIRD

@008/012

IN WITNESS WHEREOF, Cingular Wireless II, Inc. has caused this Certificate of Conversion to be executed by a duly authorized officer this 27<sup>th</sup> day of October, 2004.

CINGULAR WIRELESS II, INC.

By: Carolyn J. Wilder  
Name: Carolyn J. Wilder  
Title: Assistant Secretary